

SUBGRANT AGREEMENT

THIS AGREEMENT is made by and between the Aspen Institute (herein the “INSTITUTE”) and Jefferson County Public Schools with the Address: 3332 Newburg Rd, Louisville, KY 40218 (herein called the “GRANTEE”), effective August 7, 2019.

WHEREAS, the INSTITUTE wishes to engage the GRANTEE in activities associated with The Bezos Family Foundation funded *Aspen Challenge*.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF WORK

The Grantee assists with the project in the following ways:

- Assist INSTITUTE with the dissemination of 3 team grants for \$500 each awarded to Aspen Challenge teams from public high schools within Jefferson County Public Schools. Funds are to be made available for each team to purchase supplies and fund their solutions, in care of the team coach.
- Grants will be awarded to schools based on evaluation of their team’s Second Round Funding Application by the INSTITUTE, and a formal list of awardees will be submitted to Jefferson County Public Schools to guide the dissemination process.

The key personnel providing these services via The GRANTEE will perform such work in a competent, thorough and professional manner. Changes to the planned activities will be subject to the mutual agreement of both parties, and any unused funds must be return to the INSTITUTE.

II. PERIOD OF PERFORMANCE

The grant will be in effect from August 7, 2019 to December 31, 2019.

III. BUDGET & REPORTING

It is agreed and understood that the budget as specified in the Appendix shall be expensed as approved and in accordance with the terms of this Agreement. The GRANTEE agrees to provide supplementary budget information at the request of the INSTITUTE in a timely fashion in the form and content prescribed. Any amendments to the budget must be approved in writing by both the INSTITUTE and the GRANTEE

A final grant report is due December 31, 2019. The final grant report shall include the following:

- A concise narrative report of subgrant activities.

IV. PAYMENT METHOD

The funds will be disbursed in one installment totaling $\$1,500 + 5\% \text{ fee}^* = \$1,575$ as follows:

Payment: \$1,575 disbursed following the receipt by the INSTITUTE of:

- 1) A countersigned copy of this Agreement

- 2) A completed copy of a Request for Payment Form / Invoice
- 3) A completed copy of a W-9 form (for U.S. based organizations)

*should schools use the GRANTEE to manage their funds this percentage could increase up to 10% and will be mutually agreed upon on a case to case basis between the INSTITUTE and the GRANTEE.

V. GENERAL TERMS

General Compliance

The GRANTEE shall keep all records of the account in a manner that is consistent with generally accepted accounting principles. All disbursements from the account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, and other data, as appropriate. INSTITUTE may withhold payment allocation if GRANTEE fails to comply with the above requirements until such compliance is demonstrated.

Under United States Law, this grant fund may be expended only for charitable, scientific, literary or educational purposes. Specifically, no portion of the grant funds may be used for lobbying.

This grant is made only for the purposes stated in this Agreement, and it is understood that these funds will be used for such purposes. It is also understood that no substantial variances will be made from the agreed Scope of Work without prior approval in writing from INSTITUTE. Any grant funds not expended or committed for the purposes of this grant, or within the period stated above, shall be returned to INSTITUTE in a timely manner.

Indemnification

The GRANTEE shall indemnify INSTITUTE and hold it harmless from and against all demands, claims, damages, losses and expenses arising out of or resulting from any action by a third party against the Aspen Institute or the initial grantor that is based on any claim that any services performed, or work produced, by the GRANTEE under this grant infringes a patent, copyright or trademark or violates a trade secret or other proprietary right of any person or entity.

Lobbying Restrictions

The grant funds provided under this sub-award may not be spent to carry on propaganda or otherwise attempt to influence specific proposed legislation or pending appropriations or introduce legislation in any country, including the United States, either through (i) direct communications with any member or staff of a legislative body, or (ii) urging members of the general public to contact members or staff of a legislative body; or (iii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive. Furthermore, the GRANTEE agrees that (i) the strategies and activities employed in the initiative will not simply present a case for or against any legislative positions, but rather will provide a reasoned, objective consideration of the relevant policy issues intended to enable participants to develop their own positions on any legislation that may be discussed, and (ii) the strategies and activities employed in this initiative will provide a “full and fair” exposition of the issues discussed

and sufficient factual information for any participant to form their own conclusions about the matters discussed.

Termination and Suspension

For Cause: INSTITUTE may terminate this Agreement for cause at any time, in whole or in part, upon written notice to the GRANTEE, whenever it is determined that the GRANTEE has failed to comply with the terms and conditions of the award.

For Convenience: This Agreement may be terminated by either party for convenience upon 30 days written notice to the other party.

Suspension or Termination for Changed Circumstances: If at any time the INSTITUTE determines that continuation of all or part of the funding for a project should be suspended or terminated because of changed circumstances, including but not limited to changes in or revocation of the associated grant award by the Bezos Family Foundation or because such assistance would not be in the national interest of the United States or would be in violation of an applicable law of the U.S., then the INSTITUTE may, following notice to the GRANTEE, suspend or immediately terminate this agreement in whole or in part and prohibit the GRANTEE from incurring additional obligations chargeable to this Agreement other than those costs specified in the notice of suspension during the period of suspension. If suspended, and if the situation causing the suspension continues for 60 days or more, then INSTITUTE may terminate this agreement on written notice to the GRANTEE and cancel that portion of this agreement which has not been disbursed or irrevocably committed to third parties.

Termination Procedures: Upon receipt of and in accordance with a termination notice as specified below, the GRANTEE shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. The GRANTEE shall, within 30 calendar days after the effective date of such termination, repay to INSTITUTE all unexpended funds which were not otherwise obligated as of the date of notice of termination by a legally binding transaction applicable to this grant. Should the funds paid by the INSTITUTE to the GRANTEE prior to the effective date of the termination of this Agreement be insufficient to cover the GRANTEE's obligations in the legally binding transaction, the GRANTEE may submit to INSTITUTE within 90 calendar days after the effective date of such termination a written claim covering such obligations. INSTITUTE shall determine the amount(s) to be paid, if any, to the GRANTEE under such claim in accordance with the applicable cost principles.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

The Aspen Institute

Katie Fitzgerald
The Aspen Challenge
a program of the Aspen Institute

1000 N. Third Street
Aspen, CO 81611

Jefferson County Public Schools

Tara Issacs
Jefferson County Public Schools
Director, Division of Teaching and
Learning

3332 Newburg Rd,
Louisville, KY 40218

Disputes: Any dispute under this Agreement shall be decided by INSTITUTE. INSTITUTE shall furnish the GRANTEE a written copy of the decision. Decisions of INSTITUTE shall be final unless, within 30 days of receipt of the decision by INSTITUTE, the GRANTEE appeals the decision to the Aspen Institute's Chief Financial Officer. Any appeal made under this provision shall be in writing and addressed to the Chief Financial Officer, with a copy of the appeal concurrently furnished to INSTITUTE. In order to facilitate review on the record by the Chief Financial Officer, the GRANTEE shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided. A decision under this provision by the Chief Financial Officer shall be final.

Documentation and Record Keeping

The GRANTEE is required to maintain financial records for expenditures and receipts relating to this project, and to make such records available to INSTITUTE for inspection at reasonable times. In addition, please provide written reports relating to this grant as indicated below. It is important that all reports be submitted in a timely manner. Please indicate the grant number referenced on the Grant Agreement on all submissions.

INSTITUTE reserves the right to discontinue, modify or withhold any payments that might otherwise be due under this subaward, or to require a refund of all grant funds if, in INSTITUTE's judgment, the INSTITUTE's performance under the grant has not been satisfactory, if the report is not received in a timely manner that reflect the contractual agreement, or if grant funds have been misapplied.

ACCEPTED AND AGREED by:

The Aspen Institute



Signature of Authorized Officer

Namita Khasat
Chief Financial Officer
The Aspen Institute

6/26/19

(Date)

Jefferson County Public Schools

Signature of Authorized Officer

(Date)

Grant Budget

Second Round Funding Team Grants (\$500.00 to 3 individual teams)	\$1,500
5% administration fee	\$75.00
TOTAL Project-associated costs incurred on or before December 31, 2019	\$1,575.00